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Intersell Ventures, LLC

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

INTERSELL VENTURES, LLC

Plaintiff

v.

1688 FACTORY DIRECT STORE STORE, 3C WORLD AD STORE, A+ DROPSHIP STORE, ALI-YY28 STORE, AUTO91 STORE STORE, BEAUTIFUL GYM STORE, BOFACARRY FLAGSHIP STORE, BRILLIANT HOUSE DROPSHIPPING STORE, BTSSPORT STORE, CADDYS STORE, CAMPING ADVENTURE STORE, CAMPING LANTERN STORE, CHOICE FOR DROPSHIPPING STORE, CYNWARM HOUSE STORE, E NEW GATE STORE, EPROLO OVERSEA STORE, EVERYDAY SPORTING STORE, FANTASTIC BABY, GLOBAL DROPSHIP 3 STORE, GLOBAL MADE BOUTIQUE STORE, GUANGZHOU HUANDONG INTERNATIONAL TRADE CO., LTD., GUIZHOU LESITE INTERNATIONAL TRADE CO., LTD., HANGZHOU CONWAY IMPORT & EXPORT CO., LTD., HAPPINESS CASTLE STORE, HIGHEST CLIMBER STORE, HOT EXTREME SPORTING

Civil Case No. 25 Civ. 408

~~[PROPOSED]~~

**1) TEMPORARY
RESTRANDING ORDER; 2)
ORDER RESTRAINING
DEFENDANTS' MERCHANT
STOREFRONTS AND
DEFENDANTS' ASSETS
WITH THE FINANCIAL
INSTITUTIONS; 3) ORDER
TO SHOW CAUSE WHY A
PRELIMINARY INJUNCTION
SHOULD NOT ISSUE; 4)
ORDER AUTHORIZING
BIFURCATED AND
ALTERNATIVE SERVICE;
AND 5) ORDER
AUTHORIZING EXPEDITED
DISCOVERY**

FILED UNDER SEAL

STORE, KEEPING HEALTH SPORTS STORE, KEEP-RUNNING DROPSHIPPING STORE STORE, KEEP-RUNNING STORE, LITTLE ROMEY STORE, NANJING GORILLA INTERNATIONAL TRADE CO., LTD., OUTDOOR DROPSHIPPING STORE, OUTDOOR ENJOYING STORE, OUTDOOR SPORTWORLD STORE, OUTDOOR-SPORT FITNESS STORE, PROOUTDOOR STORE, SHANGRAO ACTEARLIER CO., LTD., SHOP1102928665 STORE, SHOP1102980160 STORE, SHOP1103287323 STORE, SHOP1103336634 STORE, SHOP1103352127 STORE, SHOP1103353168 STORE, SHOP1103379130 STORE, SHOP1103411029 STORE, SHOP1103413022 STORE, SHOP1103774488 STORE, SOLONG STORE, SPORTWORLD STORE, START JOURNEY STORE, TINYTOOISGO STORE, TJTECHNOLOGY STORE, TOP OUTDOOR CAMPING STORE, TOP SPORTS TECH STORE, TOP-CHOICE DROPSHIPPING STORE, TOYS WITH LOVE STORE, UNIQUE OUTDOOR SPORTING STORE, YIWU CUJU TRADE CO., LTD., YIWU FANHUA CULTURE AND SPORT CO., LTD., YIWU MUEN TRADING CO., LTD. and YOUNGTIME SPORT STORE,

Defendants

GLOSSARY

Term	Definition
Plaintiff or Intersell	Intersell Ventures, LLC
Defendants	1688 Factory Direct Store Store, 3C World AD Store, A+ Dropship Store ,Ali-YY28 Store,Auto91 Store Store, Beautiful gym Store, BoFaCarry Flagship Store, Brilliant House Dropshipping Store, BTSSPORT Store, Caddys Store, Camping Adventure Store, Camping Lantern Store, Choice For Dropshipping Store, Cynwarm House Store, E New Gate Store, EPROLO Oversea Store, everyday sporting Store, Fantastic Baby, Global Dropship 3 Store, Global Made Boutique Store, Guangzhou Huandong International Trade Co., Ltd., Guizhou Lesite International Trade Co., Ltd.,Hangzhou Conway Import & Export Co., Ltd., Happiness Castle Store, Highest climber Store, HOT Extreme Sporting Store, Keeping Health Sports Store, Keep-Running Dropshipping Store Store, Keep-Running Store, Little Romey Store, Nanjing Gorilla International Trade Co., Ltd., Outdoor Dropshippings Store, Outdoor Enjoying Store, Outdoor Sportworld Store, Outdoor-Sport Fitness Store, ProOutdoor Store, Shangrao Actearlier Co., Ltd., Shop1102928665 Store, Shop1102980160 Store, Shop1103287323 Store, Shop1103336634 Store, Shop1103352127 Store, Shop1103353168 Store, Shop1103379130 Store, Shop1103411029 Store, Shop1103413022 Store, Shop1103774488 Store, Solong Store, Sportworld Store, Start Journey Store, TinyTooISGo Store, tjTechnology Store, TOP Outdoor Camping Store, Top Sports Tech Store, Top-Choice Dropshipping Store, Toys with love Store, Unique Outdoor Sporting Store, Yiwu Cuju Trade Co., Ltd., Yiwu Fanhua Culture And Sport Co., Ltd., Yiwu Muen Trading Co., Ltd. and Youngtime Sport Store
Alibaba	Alibaba.com Singapore E-Commerce Pte. Ltd. and/or any other entity that owns and/or operates the Alibaba.com online marketplace platform, which allows manufacturers, wholesalers and other third-party merchants, like Defendants, to advertise, offer for sale, sell, distribute and ship their wholesale and retail products originating from China directly to consumers across the world and specifically to consumers residing in the U.S., including New York
AliExpress	AliExpress E-Commerce One Pte., Ltd. and/or any other entity that owns and/or operates the AliExpress.com online marketplace platform, which allows manufacturers, wholesalers and other third-party merchants, like Defendants, to advertise, offer for sale, sell, distribute and ship their wholesale and retail products originating from China directly to consumers across the world and specifically to consumers residing in the U.S., including New

	York
Epstein Drangel	Epstein Drangel LLP, counsel for Plaintiff
New York Address	244 Madison Ave, Suite 411, New York, New York 10016
Complaint	Plaintiff's Complaint
Application	Plaintiff's <i>ex parte</i> Application for: 1) a temporary restraining order; 2) an order restraining Merchant Storefronts (as defined <i>infra</i>) and Defendants' Assets (as defined <i>infra</i>) with the Financial Institutions (as defined <i>infra</i>); 3) an order to show cause why a preliminary injunction should not issue; 4) an order authorizing bifurcated and alternative service and 5) an order authorizing expedited discovery
Dhirmalani Dec.	Declaration of Anand Dhirmalani in Support of Plaintiff's Application
Nastasi Dec.	Declaration of Gabriela N. Nastasi in Support of Plaintiff's Application
KickerBall Products	A line of unique soccer balls that use aerodynamic materials and special patent-pending paneling to allow players, ranging from children to adults, to perform trick shots including bending, curving and swerving the ball with ease
KickerBall Registration	U.S. Trademark Registration No. 5,474,665 for "KICKERBALL" for a variety of goods in Class 28
KickerBall Application	U.S. Trademark Serial Application No. 98/456,400 for "  " for a variety of goods in Class 28
KickerBall Marks	The marks covered by the KickerBall Registration and KickerBall Application
Counterfeit Products	Products bearing or used in connection with the KickerBall Marks, and/or products in packaging and/or containing labels bearing the KickerBall Marks, and/or bearing or used in connection with marks that are confusingly similar to the KickerBall Marks and/or products that are identical or confusingly similar to the KickerBall Products
Infringing Listings	Defendants' listings for Counterfeit Products
User Accounts	Any and all websites and any and all accounts with online marketplace platforms such as Alibaba and/or AliExpress, as well as any and all as yet undiscovered accounts with additional online marketplace platforms held by or associated with Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them
Merchant Storefronts	Any and all User Accounts through which Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them operate storefronts to manufacture, import, export, advertise, market,

	promote, distribute, display, offer for sale, sell and/or otherwise deal in Counterfeit Products, which are held by or associated with Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them
Defendants' Assets	Any and all money, securities or other property or assets of Defendants (whether said assets are located in the U.S. or abroad)
Defendants' Financial Accounts	Any and all financial accounts associated with or utilized by any Defendants or any Defendants' User Accounts or Merchant Storefront(s) (whether said account is located in the U.S. or abroad)
Financial Institutions	PayPal Inc. (“PayPal”), Payoneer Inc. (“Payoneer”), the Alibaba Group d/b/a Alibaba.com payment services (e.g., Alipay.com Co., Ltd., Ant Financial Services Group), PingPong Global Solutions, Inc. (“PingPong”) and Airwallex (Hong Kong) Limited (“Airwallex”)
Third Party Service Providers	Online marketplace platforms, including, without limitation, Alibaba and/or AliExpress, as well as any and all as yet undiscovered online marketplace platforms and/or entities through which Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them manufacture, import, export, advertise, market, promote, distribute, make, use, offer for sale, sell and/or otherwise deal in Counterfeit Products which are hereinafter identified as a result of any order entered in this action, or otherwise

On this day, the Court considered Plaintiff's *ex parte* application for the following: 1) a temporary restraining order; 2) an order restraining Merchant Storefronts and Defendants' Assets with the Financial Institutions; 3) an order to show cause why a preliminary injunction should not issue; 4) an order authorizing bifurcated and alternative service and 5) an order authorizing expedited discovery against Defendants, Third Party Service Providers and Financial Institutions in light of Defendants' intentional and willful offerings for sale and/or sales of Counterfeit Products.¹ A complete list of Defendants is attached hereto as **Schedule A**, which also includes links to Defendants' Merchant Storefronts and Infringing Listings. Having reviewed the Application, Declarations of Anand Dhirmalani and Gabriela N. Nastasi, along with exhibits attached thereto and other evidence submitted in support thereof, the Court makes the following findings of fact and conclusions of law:

PRELIMINARY FACTUAL FINDINGS & CONCLUSIONS OF LAW

1. KickerBall, launched by Plaintiff in or about 2017, is a line of unique soccer balls that use aerodynamic materials and special patent-pending paneling to allow players, ranging from children to adults, to perform trick shots including bending, curving and swerving the ball with ease.
2. The KickerBall Products are distributed through various channels of trade in the United States and abroad ("KickerBall Brand").
3. The KickerBall Products are marketed under the KickerBall Marks. The KickerBall Brand is recognized for its special panels that make the ball easy to bend and its aerodynamic materials that allow for durability.
4. The KickerBall Products are sold worldwide through major retailers and online marketplaces,

¹ Where a defined term is referenced herein and not defined herein, the defined term should be understood as it is defined in the Glossary.

Plaintiff's
allegations
are assumed
to be true
solely for the
purpose of
adjudicating
its request
for this
Order.

including, but not limited to Walmart, Amazon, ACE Hardware and many others.

5. Since the launch, KickerBall's popularity has soared, with over two million units of Kickerball Products sold globally. The Kickerball Products' popularity is the result of nearly 10 million views of KickerBall's videos on Kickerball's YouTube channel, which includes videos with famous freestylers and soccer players, such as Lionel Messi.
6. The KickerBall Products typically retail for between \$19.99 - \$34.99.
7. While Plaintiff has gained significant common law trademark and other rights in its KickerBall Mark and KickerBall Products through use, advertising and promotion, Intersell also protected its valuable rights by filing for and obtaining federal trademark registrations.
8. For example, Intersell owns the following U.S. Trademark Registration No. 5,474,665 for "KICKERBALL" for a variety of goods in Class 28. Intersell has also applied for the

registration of  " which is covered by U.S. Trademark Serial Application No. 98/456,400 for a variety of goods in Class 28.

9. The KickerBall Marks are currently in use in commerce in connection with the KickerBall Products. The KickerBall Marks were first used in commerce on or before the dates of first use as reflected in the Kickerball Registration and Kickerball Application attached to the Complaint as Exhibit C.
10. The success of the KickerBall Products is due in part to Intersell's marketing and promotional efforts. These efforts include advertising and promotion through social media, retailer websites and internet-based advertising and placement of the KickerBall Products at authorized major retail outlets, both domestically and abroad, including New York.

11. Intersell's success is also due to its use of the highest quality materials and processes in making the KickerBall Products.
12. Additionally, Intersell owes a substantial amount of the success of the KickerBall Products to its consumers and word-of-mouth buzz that its consumers have generated.
13. Intersell's efforts, the quality of the Kickerball Products and the word-of-mouth buzz generated by its consumers have made the KickerBall Marks and KickerBall Products prominently placed in the minds of the public. Members of the public and retailers have become familiar with the KickerBall Marks and KickerBall Products and have come to associate them exclusively with Intersell. Intersell has acquired a valuable reputation and goodwill among the public as a result of such associations.
14. Intersell has gone to great lengths to protect its interests in the KickerBall Products and the KickerBall Marks. No one other than Intersell and its authorized licensees and distributors are authorized to manufacture, import, export, advertise, offer for sale or sell any goods utilizing the KickerBall Marks, or use the KickerBall Marks in connection with goods or services or otherwise, without the express permission of Intersell.
15. Defendants are manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying and/or offering for sale Counterfeit Products through Defendants' User Accounts and Merchant Storefronts with Alibaba and/or AliExpress (see **Schedule A** for links to Defendants' Merchant Storefronts and Infringing Listings).
16. Defendants are not, nor have they ever been, authorized distributors or licensees of the KickerBall Products. Neither Plaintiff, nor any of Plaintiff's authorized agents, have consented to Defendants' use of the KickerBall Marks, nor has Plaintiff consented to Defendants' use of marks that are confusingly similar to, identical to and constitute a

counterfeiting or infringement of the KickerBall Marks.

17. Plaintiff is likely to prevail on its Lanham Act and related common law claims at trial.

18. As a result of Defendants' infringements, Plaintiff, as well as consumers, are likely to suffer immediate and irreparable losses, damages and injuries before Defendants can be heard in opposition, unless Plaintiff's Application for *ex parte* relief is granted:

- a. Defendants have offered for sale and sold ~~substandard~~ Counterfeit Products that infringe the KickerBall Marks;
- b. Plaintiff ~~has well-founded fears that more~~ Counterfeit Products ~~will~~ ^{may} appear in the marketplace; ~~that~~ consumers may be misled, confused and disappointed by the quality of these Counterfeit Products, resulting in injury to Plaintiff's reputation and goodwill; and ~~that~~ Plaintiff may suffer loss of sales for the KickerBall Products; and ^{If Plaintiff proceeds}
- c. Plaintiff ~~has well-founded fears that if they proceed~~ on notice to Defendants on this Application, Defendants ~~will~~: (i) secret, conceal, destroy, alter, sell-off, transfer or otherwise dispose of or deal with Counterfeit Products or other goods that infringe the KickerBall Marks, the means of obtaining or manufacturing such Counterfeit Products, and records relating thereto that are in their possession or under their control, (ii) inform their suppliers and others of Plaintiff's claims with the result being that those suppliers and others may also secret, conceal, sell-off or otherwise dispose of Counterfeit Products or other goods infringing the KickerBall Marks, the means of obtaining or manufacturing such Counterfeit Products, and records relating thereto that are in their possession or under their control, (iii) secret, conceal, transfer or otherwise dispose of their ill-gotten proceeds from its sales of Counterfeit Products or other goods infringing the KickerBall Marks and records relating thereto that are

in their possession or under their control and/or (iv) open new User Accounts and Merchant Storefront under new or different names and continue to offer for sale and sell Counterfeit Products with little to no consequence.

19. The balance of potential harm to Defendants of being prevented from continuing to profit from their illegal and infringing activities if a temporary restraining order is issued is ~~far~~ outweighed by the potential harm to Plaintiff, its business, the goodwill and reputation built up in and associated with the KickerBall Marks and to its reputations if a temporary restraining order is not issued.
20. Public interest favors issuance of the temporary restraining order in order to protect Plaintiff's interests in and to its KickerBall Marks, and to protect the public from being deceived and defrauded by Defendants' passing off of their substandard Counterfeit Products as KickerBall Products.
21. Plaintiff has not publicized its request for a temporary restraining order in any way.
22. Service on Defendants via electronic means is reasonably calculated to result in proper notice to Defendants.
23. If Defendants are given notice of the Application, they are likely to secret, conceal, transfer or otherwise dispose of their ill-gotten proceeds from their sales of Counterfeit Products or other goods infringing the KickerBall Marks. Therefore, good cause exists for granting Plaintiff's request for an asset restraining order. It typically takes the Financial Institutions a minimum of five (5) days after service of the Order to locate, attach and freeze Defendants' Assets and/or Defendants' Financial Accounts and it is anticipated that it will take the Third Party Service Providers a minimum of five (5) days to freeze Defendants' Merchant Storefronts. As such, the Court allows enough time for Plaintiff to serve the

Financial Institutions and Third Party Service Providers with this Order, and for the Financial Institutions and Third Party Service Providers to comply with the Paragraphs I(B)(1) and I(C)(1) of this Order, respectively, before requiring service on Defendants.

24. Similarly, if Defendants are given notice of the Application, they are likely to destroy, move, hide or otherwise make inaccessible to Plaintiff the records and documents relating to Defendants' manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or sale of Counterfeit Products. Therefore, Plaintiff has good cause to be granted expedited discovery.

ORDER

Based on the foregoing findings of fact and conclusions of law, Plaintiff's Application is hereby **GRANTED** as follows:

I. Temporary Restraining Order

A. IT IS HEREBY ORDERED, as sufficient cause has been shown, that Defendants are hereby restrained and enjoined from engaging in any of the following acts or omissions for fourteen (14) days from the date of this order, and for such further period as may be provided by order of the Court:

- 1) manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in Counterfeit Products, or any other products bearing the KickerBall Marks and/or marks that are confusingly similar to, identical to and constitute a counterfeiting or infringement of the KickerBall Marks;
- 2) operation of Defendants' User Accounts and Defendants' Merchant Storefronts, including, without limitation, continued operation of Defendants' User Accounts and Merchant Storefronts in violation of this Order;

- 3) directly or indirectly infringing in any manner Plaintiff's KickerBall Marks;
- 4) using any reproduction, counterfeit, copy or colorable imitation of Plaintiff's KickerBall Marks to identify any goods or service not authorized by Plaintiff;
- 5) using Plaintiff's KickerBall Marks and/or any other marks that are confusingly similar to the KickerBall Marks on or in connection with Defendants' manufacturing, importing, exporting, advertising, marketing, promoting, distributing, offering for sale, selling and/or otherwise dealing in Counterfeit Products;
- 6) using any false designation of origin or false description, or engaging in any action which is likely to cause confusion, cause mistake and/or to deceive members of the trade and/or the public as to the affiliation, connection or association of any product manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale or sold by Defendants with Plaintiff, and/or as to the origin, sponsorship or approval of any product manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale or sold by Defendants and Defendants' commercial activities and Plaintiff;
- 7) secreting, concealing, destroying, altering, selling off, transferring or otherwise disposing of and/or dealing with: (i) Counterfeit Products and/or (ii) any computer files, data, business records, documents or any other records or evidence relating to their User Accounts, Merchant Storefronts or Defendants' Assets and the manufacture, importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products;
- 8) effecting assignments or transfers, forming new entities or associations, or creating and/or utilizing any other platform, User Account, Merchant Storefront or any other

means of importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products for the purposes of circumventing or otherwise avoiding the prohibitions set forth in this Order; and

9) knowingly instructing any other person or business entity to engage in any of the activities referred to in subparagraphs I(A)(1) through I(A)(8) above and I(B)(1) and I(C)(1) below.

B. IT IS HEREBY ORDERED, as sufficient cause has been shown, that Defendants and all persons in active concert and participation with them who receive actual notice of this Order, including the Third Party Service Providers and Financial Institutions who satisfy those requirements and are identified in this Order are hereby restrained and enjoined from engaging in any of the following acts or omissions for fourteen (14) days from the date of this order, and for such further period as may be provided by order of this Court:

1) secreting, concealing, transferring, disposing of, withdrawing, encumbering or paying Defendants' Assets from or to Defendants' Financial Accounts until further ordered by this Court.

C. IT IS HEREBY ORDERED, as sufficient cause has been shown, that immediately upon receipt of service of this Order, Defendants and all persons in active concert and participation with them who receive actual notice of this Order, including the Third Party Service Providers who satisfy those requirements, are restrained and enjoined from engaging in any of the following acts or omissions for fourteen (14) days from the date of this order, and for such further period as may be provided by order of this Court:

- 1) operation of Defendants' User Accounts and Defendants' Merchant Storefronts, including, without limitation, continued operation of Defendants' User Accounts and Merchant Storefronts in violation of this Order; and
- 2) instructing, aiding, or abetting Defendants and/or any other person or business entity in engaging in any of the activities referred to in subparagraphs I(A)(1) through I(A)(8), I(B)(1) and I(C)(1) above, including, without limitation, by providing services necessary for Defendants to continue operating Defendants' User Accounts and Merchant Storefronts in violation of this Order.

II. Order to Show Cause Why A Preliminary Injunction Should Not Issue And Order Of Notice

- A. Defendants are hereby ORDERED to show cause before this Court in Courtroom _____ of the United States District Court for the Southern District of New York at 500 Pearl Street/40 Foley Square, New York, New York on January 30, 2025, 2025 at 10:30 a.m. EST or at such other time that this Court deems appropriate, why a preliminary injunction, pursuant to Fed. R. Civ. P. 65(a), should not issue. The parties shall join the conference by dialing (646) 453-4442 and entering the Conference ID: 252 498 359 followed by the pound sign (#).
- B. IT IS FURTHER ORDERED that opposing papers, if any, shall be filed electronically with the Court and served on Plaintiff's counsel by delivering copies thereof to the office of Epstein Drangel LLP at 60 East 42nd Street, Suite 1250, New York, NY 10165, Attn: Jason M. Drangel on or before January 24, 2025. Plaintiff shall file any Reply papers on or before January 28, 2025.
- C. IT IS FURTHER ORDERED that Defendants are hereby given notice that failure to appear at the show cause hearing scheduled in **Paragraph II(A)** above may result in the imposition of a preliminary injunction against them pursuant to Fed. R. Civ. P. 65, which may take effect

immediately upon the expiration of this Order, and may extend throughout the length of the litigation under the same terms and conditions set forth in this Order.

III. Asset Restraining Order

A. IT IS FURTHER ORDERED pursuant to Fed. R. Civ. P. 64 and 65 and N.Y. C.P.L.R. 6201 and this Court's inherent equitable power to issue provisional remedies ancillary to its authority to provide final equitable relief, as sufficient cause has been shown, that within five (5) days of receipt of service of this Order, the Financial Institutions shall locate and attach Defendants' Financial Accounts and Defendants' Assets and shall provide written confirmation of such attachment to Plaintiff's counsel.

IV. Order Authorizing Bifurcated and Alternative Service by Electronic Means [In Part](#)

A. IT IS FURTHER ORDERED pursuant to Fed. R. Civ. P. 4(f)(3), as sufficient cause has been shown, that service may be made on, and shall be deemed effective as to Defendants if it is completed by the following means:

1) delivery of: (i) PDF copies of this Order together with the Summons and Complaint, and (ii) a link to a secure website (including NutStore, a large mail link created through Rmail.com and via website publication through a specific page dedicated to this Lawsuit accessible through ipcounselorslawsuit.com) where each Defendant will be able to download PDF copies of this Order together with the Summons and Complaint, and all papers filed in support of Plaintiff's Application seeking this Order to Defendants' e-mail addresses to be determined after having been identified by Alibaba and/or AliExpress pursuant to **Paragraph V(C)**.

B. ~~IT IS FURTHER ORDERED, as sufficient cause has been shown, that such alternative service by electronic means ordered herein shall be deemed effective as to Defendants, Third Party Service Providers and Financial Institutions through the pendency of this action.~~

The Court finds that the requirements of the Hague Convention apply to the 47 defendants as to whom the test deliveries were successful. See Nastasi Decl. ¶ 39(c) & n.22. Accordingly, "no default judgment can be entered against [them] until service is completed in compliance with the Hague Convention." *ABC v. DEF*, No. 24 Civ. 8341, 2024 WL 5168624, at *2 (S.D.N.Y. Dec. 13, 2024). Nevertheless, "the exigencies of this case, including the urgent need to address ongoing counterfeiting activity, justify alternative service by email" of the TRO and related documents on all defendants. *See id.*; *see also* Hague Convention, Art. 15 ("Notwithstanding the provisions of the preceding paragraphs the judge may order, in case of urgency, any provisional or protective measures."). 13

C. IT IS FURTHER ORDERED, as sufficient cause has been shown, that such alternative service by electronic means ordered herein shall be made within five (5) days of the Financial Institutions and Third Party Service Providers' compliance with **Paragraphs III(A) and V(C)** of this Order.

D. IT IS FURTHER ORDERED, as sufficient cause has been shown, that the Clerk of the Court shall issue a single original summons directed to all Defendants as listed in an attachment to the summons that will apply to all Defendants.

E. IT IS FURTHER ORDERED, as sufficient cause has been shown, that service may be made and shall be deemed effective as to the following if it is completed by the below means:

^{for purposes of this TRO}

- 1) delivery of: (i) a PDF copy of this Order, or (ii) a link to a secure website where PayPal Inc. will be able to download a PDF copy of this Order via electronic mail to PayPal Legal Specialist at EEOMALegalSpecialist@paypal.com;
- 2) delivery of: (i) a PDF copy of this Order, or (iii) a link to a secure website where Alipay will be able to download a PDF copy of this Order via electronic mail to US_IPR_TRO_Requests@alipay.com;
- 3) delivery of: (i) a PDF copy of this Order, or (ii) a link to a secure website where Alibaba and AliExpress will be able to download a PDF copy of this Order via electronic mail to IPR_USTRO@service.alibaba.com and IPR-USTRO@aliexpress.com;
- 4) delivery of: (i) a PDF copy of this Order, or (ii) a link to a secure website where Payoneer Inc. will be able to download a PDF copy of this Order via electronic mail to Payoneer Inc.'s Customer Service Management at customerservicemanager@payoneer.com and subpoenas@payoneer.com;

- 5) delivery of: (i) a PDF copy of this Order, or (ii) a link to a secure website where PingPong Global Solutions Inc. will be able to download a PDF copy of this Order via electronic mail to legal-int@pingpongx.com.
- 6) delivery of: (i) a PDF copy of this Order, or (ii) a link to a secure website where Airwallex will be able to download a PDF copy of this Order via electronic mail to kking@maglaw.com.

V. Order Authorizing Expedited Discovery

A. IT IS FURTHER ORDERED, as sufficient cause has been shown, that:

- 1) Within fourteen (14) days after receiving service of this Order, each Defendant shall serve upon Plaintiff's counsel a written report under oath providing:
 - a. their true name and physical address;
 - b. the name and location and URL of any and all websites that Defendants own and/or operate and the name, location, account numbers and URL for any and all User Accounts and Merchant Storefronts on any Third Party Service Provider platform that Defendants own and/or operate;
 - c. the complete sales records for any and all sales of Counterfeit Products, including but not limited to number of units sold, the price per unit, total gross revenues received (in U.S. dollars) and the dates thereof;
 - d. the account details for any and all of Defendants' Financial Accounts, including, but not limited to, the account numbers and current account balances; and
 - e. the steps taken by each Defendant, or other person served to comply with **Section I**, above.
- 2) Plaintiff may serve interrogatories pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure as well as Local Civil Rule 33.3 of the Local Rules for the Southern

and Eastern Districts of New York and Defendants who are served with this Order shall provide written responses under oath to such interrogatories within fourteen (14) days of service to Plaintiff's counsel.

3) Plaintiff may serve requests for the production of documents pursuant to Fed. R. Civ. P. 26 and 34, and Defendants who are served with this Order and the requests for the production of documents shall produce all documents responsive to such requests within fourteen (14) days of service to Plaintiff's counsel.

B. IT IS FURTHER ORDERED, as sufficient cause has been shown, that within five (5) days of receipt of service of this Order the Financial Institutions served with this Order shall identify any and all of Defendants' Financial Accounts, and provide Plaintiff's counsel with a summary report containing account details for any and all such accounts, which shall include, at a minimum, identifying information for Defendants, including contact information for Defendants (including, but not limited to, mailing addresses and e-mail addresses), account numbers and account balances for any and all of Defendants' Financial Accounts and confirmation of said compliance with this Order.

C. IT IS FURTHER ORDERED, as sufficient cause has been shown, that within five (5) days of receipt of service of this Order, the Third Party Service Providers served with this Order shall identify any and all of Defendants' User Accounts and Merchant Storefronts, and provide Plaintiff's counsel with a summary report containing account details for any and all User Accounts and Merchant Storefronts, which shall include, at a minimum, identifying information for Defendants and Defendants' User Accounts and Defendants' Merchant Storefronts, contact information for Defendants (including, but not limited to, mailing addresses and e-mail addresses) and confirmation of said compliance with this Order.

D. IT IS FURTHER ORDERED, as sufficient cause has been shown, that:

- 1) Within fourteen (14) days of receiving actual notice of this Order, all Financial Institutions who are served with this Order shall provide Plaintiff's counsel all documents and records in their possession, custody or control (whether located in the U.S. or abroad) relating to any and all of Defendants' Financial Accounts, including, but not limited to, documents and records relating to:
 - a. account numbers;
 - b. current account balances;
 - c. any and all identifying information for Defendants, Defendants' User Accounts and Defendants' Merchant Storefronts, including, but not limited to, names, addresses and contact information;
 - d. any and all account opening documents and records, including, but not limited to, account applications, signature cards, identification documents and if a business entity, any and all business documents provided for the opening of each and every of Defendants' Financial Accounts;
 - e. any and all deposits and withdrawals during the previous year from each and every one of Defendants' Financial Accounts and any and all supporting documentation, including, but not limited to, deposit slips, withdrawal slips, cancelled checks and account statements; and
 - f. any and all wire transfers into each and every one of Defendants' Financial Accounts during the previous year, including, but not limited to, documents sufficient to show the identity of the destination of the transferred funds, the identity of the beneficiary's bank and the beneficiary's account number.

E. IT IS FURTHER ORDERED, as sufficient cause has been shown, that:

- 1) Within fourteen (14) days of receipt of service of this Order, the Third Party Service Providers served with this Order shall provide to Plaintiff's counsel all documents and records in its possession, custody or control (whether located in the U.S. or abroad) relating to Defendants' User Accounts and Defendants' Merchant Storefronts, including, but not limited to, documents and records relating to:
 - a. any and all User Accounts and Defendants' Merchant Storefronts and account details, including, without limitation, identifying information and account numbers for any and all User Accounts and Defendants' Merchant Storefronts that Defendants have ever had and/or currently maintain with the Third Party Service Providers that were not previously provided pursuant to Paragraph V(C);
 - b. the identities, location and contact information, including any and all e-mail addresses of Defendants that were not previously provided pursuant to Paragraph V(C);
 - c. the nature of Defendants' businesses and operations, methods of payment, methods for accepting payment and any and all financial information, including, but not limited to, information associated with Defendants' User Accounts and Defendants' Merchant Storefronts, a full accounting of Defendants' sales history and listing history under such accounts and Defendants' Financial Accounts with any and all Financial Institutions associated with Defendants' User Accounts and Defendants' Merchant Storefronts; and
 - d. Defendants' manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or selling of Counterfeit

Products, or any other products bearing the KickerBall Marks and/or marks that are confusingly similar to, identical to and constitute an infringement of the KickerBall Marks.

VI. Security Bond

A. IT IS FURTHER ORDERED that Plaintiff shall place security in the amount of [\\$5,000](#) Dollars (_____) with the Court which amount is determined adequate for the payment of any damages any person may be entitled to recover as a result of an improper or wrongful restraint ordered hereunder.

VII. Sealing Order

A. IT IS FURTHER ORDERED that Plaintiff's Complaint and exhibits attached thereto, and Plaintiff's *ex parte* Application and the Declarations of Anand Dhirmalani and Gabriela N. Nastasi in support thereof and exhibits attached thereto, and this Order shall remain sealed until the Financial Institutions and Third Party Service Providers comply with **Paragraphs I(B)-(C), III(A) and V(C)** of this Order.

SO ORDERED.

SIGNED this [16th](#) day of [January](#), 2025, at _____.m.



UNITED STATES DISTRICT JUDGE

[Dale E. Ho](#)

SCHEDULE A

No. Defendant	Infringing Listing	Merchant Storefront
1 1688 Factory Direct Store Store	https://www.aliexpress.us/item/3256806399664567.html	https://www.aliexpress.com/store/1103476022
2 3C World AD Store	https://www.aliexpress.us/item/3256807131034276.html	https://www.aliexpress.com/store/1103921204
3 A+ Dropship Store	https://www.aliexpress.us/item/3256806398481138.html	https://www.aliexpress.com/store/1103473033
4 Ali-YY28 Store	https://www.aliexpress.us/item/3256806662459750.html	https://www.aliexpress.com/store/1103535103
5 Auto91 Store Store	https://www.aliexpress.us/item/3256806872997355.html	https://www.aliexpress.com/store/1102878826
6 Beautiful gym Store	https://www.aliexpress.us/item/3256806880721959.html	https://www.aliexpress.com/store/1101738681
7 BoFaCarry Flagship Store	https://www.aliexpress.us/item/3256806569025234.html	https://www.aliexpress.com/store/1102167320
8 Brilliant House Dropshipping Store	https://www.aliexpress.us/item/3256806351160789.html	https://www.aliexpress.com/store/1103468370
9 BTSPORT Store	https://www.aliexpress.us/item/3256806450076696.html	https://www.aliexpress.com/store/1101273111
10 Caddys Store	https://www.aliexpress.us/item/3256806864631933.html	https://www.aliexpress.com/store/1102935169
11 Camping Adventure Store	https://www.aliexpress.us/item/3256806977689773.html	https://www.aliexpress.com/store/1102696715
12 Camping Lantern Store	https://www.aliexpress.us/item/3256807001337057.html	https://www.aliexpress.com/store/1102412293
13 Choice For Dropshipping Store	https://www.aliexpress.us/item/3256807032543231.html	https://www.aliexpress.com/store/1103864093
14 Cynwarm House Store	https://www.aliexpress.us/item/3256806648117127.html	https://www.aliexpress.com/store/1102672514
15 E New Gate Store	https://www.aliexpress.us/item/3256807047663331.html	https://www.aliexpress.com/store/1103683313
16 EPROLO Oversea Store	https://www.aliexpress.us/item/3256806258570377.html	https://www.aliexpress.com/store/1102145360
17 everyday sporting Store	https://www.aliexpress.us/item/3256807803120597.html	https://www.aliexpress.com/store/1101375180
18 Fantastic Baby	https://www.aliexpress.us/item/3256805948694103.html	https://www.aliexpress.com/store/1101202073
19 Global Dropship 3 Store	https://www.aliexpress.us/item/3256805786318180.html	https://www.aliexpress.com/store/1101303851
20 Global Made Boutique Store	https://www.aliexpress.us/item/3256807088100456.html	https://www.aliexpress.com/store/1103613184
21 Guangzhou Huandong International Trade Co., Ltd.	https://www.alibaba.com/product-detail/Slip-resistant-match-training-football-equipment_1601208389286.html	https://huandongguoji.en.alibaba.com/index.html
22 Guizhou Lesite International Trade Co., Ltd.	https://www.alibaba.com/product-detail/CHINA-PROFESSIONAL-MANUFACTURE-KICKER-BALL-FOOTBALL_1601240057673.html	https://loffootball.en.alibaba.com/index.html
23 Hangzhou Conway Import & Export Co., Ltd.	https://www.alibaba.com/product-detail/Conway-FTB001-Customized-PVC-Professional-Training_1600518475159.html	https://hzconway.en.alibaba.com/index.html
24 Happiness Castle Store	https://www.aliexpress.us/item/3256806085298520.html	https://www.aliexpress.com/store/1101372495
25 Highest climber Store	https://www.aliexpress.us/item/3256806153397612.html	https://www.aliexpress.com/store/1101758259
26 HOT Extreme Sporting Store	https://www.aliexpress.us/item/3256806068515685.html	https://www.aliexpress.com/store/1103186979
27 Keeping Health Sports Store	https://www.aliexpress.us/item/3256807743387054.html	https://www.aliexpress.com/store/1104210454
28 Keep-Running Dropshipping Store Store	https://www.aliexpress.us/item/3256806068486836.html	https://www.aliexpress.com/store/1103205053
29 Keep-Running Store	https://www.aliexpress.us/item/3256806085356305.html	https://www.aliexpress.com/store/1101340835
30 Little Romye Store	https://www.aliexpress.us/item/325680706755643.html	https://www.aliexpress.com/store/1103318315
31 Nanjing Gorilla International Trade Co., Ltd.	https://www.alibaba.com/product-detail/Kickerball-Swerve-Curve-Ball-Soccer-Ball_1601220095869.html	https://wanhuiship.en.alibaba.com/index.html
32 Outdoor Dropshippings Store	https://www.aliexpress.us/item/3256806401736934.html	https://www.aliexpress.com/store/1100911403
33 Outdoor Enjoying Store	https://www.aliexpress.us/item/3256806666554353.html	https://www.aliexpress.com/store/1103337055
34 Outdoor Sportworld Store	https://www.aliexpress.us/item/3256806462013786.html	https://www.aliexpress.com/store/1101401796
35 Outdoor-Sport Fitness Store	https://www.aliexpress.us/item/3256806649482672.html	https://www.aliexpress.com/store/1102675333
36 ProOutdoor Store	https://www.aliexpress.us/item/3256806193961965.html	https://www.aliexpress.com/store/1101362722
37 Shangrao Actearlier Co., Ltd.	https://www.alibaba.com/product-detail/ActEarlier-New-Arrival-Magischer-Ball-Challenge_1600148995318.html	https://actearliersports.en.alibaba.com/index.html
38 Shop1102928665 Store	https://www.aliexpress.us/item/3256806824273710.html	https://www.aliexpress.com/store/1102923704
39 Shop1102980160 Store	https://www.aliexpress.us/item/3256806823408449.html	https://www.aliexpress.com/store/1102982112
40 Shop1103287323 Store	https://www.aliexpress.us/item/3256806732775715.html	https://www.aliexpress.com/store/1103291287
41 Shop1103336634 Store	https://www.aliexpress.us/item/3256806262935694.html	https://www.aliexpress.com/store/1103340544
42 Shop1103352127 Store	https://www.aliexpress.us/item/3256807141814257.html	https://www.aliexpress.com/store/1103353123
43 Shop1103353168 Store	https://www.aliexpress.us/item/32568068316784186.html	https://www.aliexpress.com/store/1103355129
44 Shop1103379130 Store	https://www.aliexpress.us/item/3256807141395086.html	https://www.aliexpress.com/store/1103366176
45 Shop1103411029 Store	https://www.aliexpress.us/item/3256806808986031.html	https://www.aliexpress.com/store/1103424003
46 Shop1103413022 Store	https://www.aliexpress.us/item/325680684472973.html	https://www.aliexpress.com/store/1103422011
47 Shop1103774488 Store	https://www.aliexpress.us/item/3256807197400081.html	https://www.aliexpress.com/store/1103768523
48 Solong Store	https://www.aliexpress.us/item/3256807086707901.html	https://www.aliexpress.com/store/1103863847
49 Sportworld Store	https://www.aliexpress.us/item/325680645223560.html	https://www.aliexpress.com/store/1101250439
50 Start Journey Store	https://www.aliexpress.us/item/3256805950852368.html	https://www.aliexpress.com/store/1103027291
51 TinyToolSGo Store	https://www.aliexpress.us/item/3256807087940882.html	https://www.aliexpress.com/store/1103064594
52 tjTechnology Store	https://www.aliexpress.us/item/3256806139103021.html	https://www.aliexpress.com/store/1101382062
53 TOP Outdoor Camping Store	https://www.aliexpress.us/item/3256807300708845.html	https://www.aliexpress.com/store/1103313882
54 Top Sports Tech Store	https://www.aliexpress.us/item/3256806249163461.html	https://www.aliexpress.com/store/1103313155
55 Top-Choice Dropshipping Store	https://www.aliexpress.us/item/3256807048388479.html	https://www.aliexpress.com/store/1103859109
56 Toys with love Store	https://www.aliexpress.us/item/3256806141611914.html	https://www.aliexpress.com/store/1101990808
57 Unique Outdoor Sporting Store	https://www.aliexpress.us/item/3256806399009624.html	https://www.aliexpress.com/store/1103469354
58 Yiwu Cuju Trade Co., Ltd.	https://www.alibaba.com/product-detail/Customized-Color-Size-5-Soccer-Ball_1601206029256.html	https://cujsports.en.alibaba.com/index.html
59 Yiwu Fanhua Culture And Sport Co., Ltd.	https://www.alibaba.com/product-detail/2024-new-Kickerballs-Curve-Kicker-Football_1600896930305.html	https://fanhuasports.en.alibaba.com/index.html
60 Yiwu Muen Trading Co., Ltd.	https://www.alibaba.com/product-detail/Kickerballs-Swerve-Ball-Kicker-Football-Soccer_1601099450407.html	https://ybbestchoice.en.alibaba.com/index.html
61 Youngtime Sport Store	https://www.aliexpress.us/item/3256806537545168.html	https://www.aliexpress.com/store/1101788458